

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 6 day of ~~February~~^{March} 2014 by and between **Radio Assist Ministry, Inc.**, an Idaho not-for-profit corporation ("RAM") and **L&L Broadcasting LLC** and **L&L Licensee, LLC**, each a Delaware LLC (collectively "Buyer").

Recitals

WHEREAS, RAM holds a construction permit (the "CP") issued by the Federal Communications Commission ("FCC") for a new FM translator station (the "Translator") as indicated on the attached addendum "A";

WHEREAS, Buyer desires to acquire, and RAM desires to sell, the CP; and

WHEREAS, prior FCC approval for the transactions contemplated hereunder is required.

Agreement

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. The Assignment. Subject to the conditions contained herein, RAM agrees to assign and Buyer agrees to purchase the CP and all other assets used or held for use in the operation of the Translator (the "Translator Assets") as follows. The Translator Assets shall include without limitation the CP and all other FCC authorizations of the Translator and all files and records relating thereto.
 - (a) Purchase Price. The Purchase Price for the Translator Assets shall be as indicated on the attached addendum "A" payable in immediately available funds at Closing (as defined below).
 - (b) Deposit. Concurrently with the execution hereof, Buyer shall pay to RAM a deposit (the "Deposit") in the amount as indicated on the attached addendum "A". The Deposit shall be retained by RAM (i) as partial payment at Closing for the purchase price as set forth on the attached addendum "A," or (ii) if this Agreement terminates pursuant to Section 5(b) due to a material default by Buyer (as liquidated damages and the sole remedy of RAM for any such default). If this Agreement terminates for any other reason, the Deposit shall be refunded to Buyer.

- (c) Application. Within five (5) days after the execution of this Agreement, the parties shall jointly file and thereafter diligently prosecute an application requesting FCC consent to assign the CP to Buyer (the "Assignment Application").
- (d) Closing. On a mutually agreeable date not later than ten (10) business days after FCC consent to the Assignment Application, the parties shall consummate the transactions contemplated hereby (the "Closing") as follows: (i) RAM shall assign and convey to Buyer the Translator Assets free and clear of liens, claims and encumbrances; and (ii) Buyer shall pay RAM the amount designated as "At Closing" on the attached addendum "A".

2. Representations

(a) Buyer and RAM each represent and warrant to the other that it has the power and authority to enter into this Agreement, it is in good standing in the jurisdiction of its organization, it has duly authorized this Agreement, this Agreement is binding upon it, and the execution, delivery and performance by it of this Agreement does not conflict with any other agreement to which it is a party.

(b) Buyer and RAM each further represent and warrant to the other that no broker is due any fee in connection with the transactions contemplated hereby, except Guest Technology, LLC ("Guest"), whose fee shall be subject to Closing, and paid at Closing 50% by RAM and 50% by Buyer.

(c) RAM further represents and warrants to Buyer that the CP is in full force and effect, RAM holds the CP and owns the other Translator Assets free and clear of liens, claims and encumbrances, and RAM's ownership of the Translator Assets has complied with law in all material respects.

(d) Buyer represents, warrants and covenants that it is qualified to be a Commission licensee and to hold the CP.

The representations and warranties set forth in this Agreement shall remain in effect and shall be deemed made again at, and shall survive, the Closing.

3. Covenants

- (a) Each party shall be solely responsible for all costs and expenses incurred by it in connection with the performance of this Agreement, except that any FCC filing fee for the Assignment Applications shall be shared equally by Buyer and RAM.
- (b) Subject to the requirements of applicable law, the transactions contemplated hereby and all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity, except the parties' representatives and lenders for the purpose of consummating the transactions contemplated hereby.
- (c) RAM shall not enter into, and shall not participate in any negotiations or discussions with respect to, any other agreement that provides for the use or sale of the Translator Assets or that otherwise conflicts with the terms of this Agreement or consummation of the transactions contemplated hereby.
- (d) In the event of failure or threatened failure by RAM to comply with the terms of this Agreement, Buyer shall be entitled to an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requesting compliance thereunder.

4. Indemnification

- (a) Buyer does not assume, and shall not be deemed by this Agreement or Closing to have assumed, any obligation or liability of RAM.
- (b) After Closing, RAM shall indemnify, defend and hold Buyer harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from (i) any breach or default by RAM under this Agreement or (ii) the ownership of the Translator Assets prior to Closing.
- (c) After Closing, Buyer shall indemnify, defend and hold RAM harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from (i) any breach or default by Buyer under this Agreement or (ii) the ownership or operation of the Translator Assets after Closing.

5. Termination

- (a) If Closing does not occur on or before the date one year after the date hereof, then either party may terminate this Agreement by written notice to the other.
- (b) If before Closing a party fails to comply with the terms of this Agreement in any material respect or breaches the representations and warranties made by it under this Agreement in any material respect, then the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party.
- (c) No termination shall relieve a party of liability for failure to comply with this Agreement prior to termination.

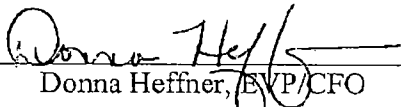
6. Miscellaneous.

(a) Neither party may assign this Agreement without the prior written consent of the other, except that Buyer may assign this Agreement to an affiliate who assumes this Agreement, and the obligations thereunder, in writing, and except that Buyer may collaterally assign this Agreement to its lenders. No assignment shall relieve any party of any liability or obligation under this Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto whether it is in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties. This Agreement is to be governed by and construed in accordance with the laws of Illinois. This Agreement may be executed in counterparts, each of which is an original, but which together constitute one and the same agreement.

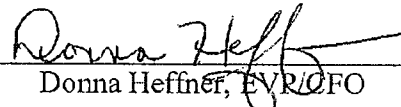
THE NEXT PAGE IS THE SIGNATURE PAGE

WHEREFORE, the parties whose names and addresses appear below have caused this Agreement to be executed by them as of the date first above written.

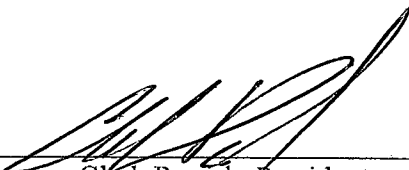
L&L Licensee, LLC
1211 SW 5th Avenue, Suite 750
Portland, Oregon 97204

By: 
Donna Heffner, EVP/CFO

L&L Broadcasting LLC
1211 SW 5th Avenue, Suite 750
Portland, Oregon 97204

By: 
Donna Heffner, EVP/CFO

Radio Assist Ministry, Inc.
160 Gooding Street West, Suite "B"
Twin Falls, Idaho 83301

By: 
Clark Parrish, President

3/6/2014

ADDENDUM A

Construction Permit

Location, Facility ID Number	Total	Deposit	At Closing	License Status
W251BQ, Peoria, Illinois (FIN: 152553)	\$45,000	\$5,000	\$40,000	Granted
No equipment is to convey with this transaction.				